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CONFIDENTIAL

50X1

Date: May 18, 1961

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TO:

Quote No.:

Attention:

Your
Reference:☒ F.O.B.☐ F.O.B.

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Item No.	Quantity	Type, Part No. or Cat. No.	Description	Unit Price	Total Price	Estimated Delivery (days)
1	100	AP-3 Portable	Modified to provide 8 amperes, unregulated, instead of 5.	\$420.00		
2	50	PS-10 Laboratory	Modified to provide 8 amperes, unregulated, instead of 5.	\$320.00		
<p>This quotation has been prepared at the request of the cognizent Government technical personnel.</p> <div style="border: 1px solid black; padding: 5px; margin-top: 20px;"> DBB <u>116</u> REV DATE <u>12 MAR 1960</u> BY <u>064540</u> ORIG COMP <u>056</u> OPI <u>56</u> TYPE <u>01</u> ORIG CLASS <u>3</u> PAGES <u>1</u> REV CLASS <u>C</u> JUST <u>22</u> NEXT REV <u>2010</u> AUTH: MR 70-2 </div>						

TERMS: NET 15 DAYS

This quotation is valid for 30 days only, unless otherwise specified, and is subject to the conditions printed on the reverse side.

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By: _____

Vice President

CONDITIONS

WARRANTY—Seller warrants that the end product of its design and construction to be free from defects in material and workmanship. Any component parts other than vacuum tubes, transistors, diodes, fuses, and other protective devices (except as warranties on these items are passed on to the seller by its suppliers) which become defective during the first six months after shipment will be replaced free of charge by Seller provided that the instrument is returned with transportation charges prepaid by the original purchaser and that our examination discloses to our satisfaction that the instrument is defective. But if the apparatus is installed or its installation supervised by the Seller, said six months shall run from the completion of installation, provided same is not unreasonably delayed by the Buyer. The conditions of any tests shall be mutually agreed upon, and the Seller shall be notified of, and may be represented at, all tests that may be made. The liability of the Seller to the Buyer (except as to title) arising out of the supplying of the said apparatus, or its use, whether on warranty, contract, or otherwise shall not in any case exceed the cost of correcting defects in the apparatus as herein provided and upon expiration of said six months, all such liability shall terminate. The foregoing shall constitute the sole remedy of the Buyer and the sole liability of the Seller.

ACCEPTANCE OF ORDERS—Orders are accepted subject to the conditions set forth herein and no waiver, alteration, or modification will be binding upon the Seller unless made in writing and accepted over the signature of an authorized representative of the Seller.

CANCELLATION OF ORDERS—Orders accepted by the Seller are subject to cancellation upon written notice by the Buyer only with the consent of the Seller and upon payment of reasonable cancellation charges which shall take into account expenses already incurred and commitments made by the Seller.

PAYMENTS—Pro rata payments shall become due as shipments are made. If shipments are delayed by the Buyer, payments shall become due on the date when the Seller is prepared to make shipment. If the work to be performed hereunder is delayed by the Buyer, payments shall be made based on the purchase price and the percentage of completion. Apparatus held for the Buyer shall be at the risk and expense of the Buyer.

If the financial condition of the Buyer at any time does not, in the judgment of the Seller, justify continuance of the work to be performed by the Seller hereunder on the terms of payment as agreed upon, the Seller may require full or partial payment in advance or shall be entitled to cancel any order then outstanding and shall receive reimbursement for its reasonable and proper cancellation charges, and in the event of bankruptcy or insolvency of the Buyer or in the event any proceeding is brought against the Buyer, voluntarily or involuntarily, under the bankruptcy or any insolvency laws, the Seller shall be entitled to cancel any order then outstanding at any time during the period allowed for filing claims against the estate and shall receive reimbursements for its reasonable and proper cancellation charges.

RESPONSIBILITY—All orders, whether in response to quotation or otherwise, are accepted for execution contingent upon fires, floods, accidents, strikes, and other causes beyond our control.

SHIPMENTS—Title shall pass on delivery to the carrier on all shipments made f.o.b. Santa Monica and shipment risk shall be to the Buyer, who shall make all claims to the carrier in the event of damage to shipped material or losses in transit. Buyer shall notify seller in writing relative to any shortages within 10 days from receipt of shipment. Seller will not consider any claims made after that period.

TAXES—Any applicable excise, sales, use or similar taxes, whether Federal, State, or Local, will be payable in addition to the price quoted herein, or in lieu thereof, the Buyer shall provide the Seller with a tax exemption certificate acceptable to the taxing authorities.

DUTIES—On sales to points outside of the United States, all export duties, licenses, and fees which Seller is required to pay will be payable by the Buyer in addition to the price quoted herein.

PATENTS—Seller agrees to hold Buyer harmless from any loss or damages arising by reason of any claim that the apparatus purchased infringes the United States Letters Patent owned by others, to defend said Buyer at its own cost and expense in any suit or proceeding brought in connection with an allegation of such infringement; provided, however, that Seller is promptly notified in writing of any claim of infringement and furnished with all papers received in connection therewith; provided, further, that the Seller shall have sole direction and control of any negotiations or of any suit which may be brought, and that the Buyer shall assist the Seller in any way required by the attorneys of the Seller in its defense. The foregoing states the entire liability of the Seller for patent infringement by said apparatus or any part thereof. If any materials shall be manufactured and/or sold by Seller to meet Buyer's particular specifications, Buyer agrees to defend, protect, and save harmless Seller against all suits at law or in equity and from and against all expenses, loss, liability, damage, claims, and demands for actual or alleged infringement of any United States or foreign patent and to defend any suit or actions which may be brought against Seller for any alleged infringement because of the manufacture and/or sale of the materials covered thereby.

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